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FEDERAL MARITIME COMMISSION

**Bi-State Public
Marine Terminal Discussion Agreement**

FMC Agreement No. 201167



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This Bi-State Public Marine Terminal Discussion Agreement is entered into this 12th day of December, 2005, by and between the parties set forth below.

WITNESSETH THAT

WHEREAS, each of the parties hereto is a public marine terminal operator and either owns, administers, leases and/or operates public wharves and other terminal facilities in connection with ocean common carriers; and

WHEREAS, the parties have a common interest in facilitating the efficient movement of cargo and/or passengers through their respective marine terminal facilities; and

WHEREAS, the parties are of the opinion that meaningful discussions and exchanges of information on issues affecting the efficient operation of their facilities would serve their common interests.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties, it is hereby agreed as follows:

ARTICLE 1. FULL NAME OF AGREEMENT

This Agreement shall be known as the Bi-State Public Marine Terminal Discussion Agreement ("Agreement").

ARTICLE 2. PARTIES TO THE AGREEMENT

The parties to this Agreement are both public marine terminal operators and each party either owns, administers, leases and/or operates public wharves and other terminal facilities in connection with ocean common carriers in the trade covered by this Agreement. The names and addresses of the parties are South Carolina State Ports Authority (SCSPA) - P.O. Box 22287 Charleston South Carolina 29413-2287 and Georgia Ports Authority (GPA)- P.O. Box 2406, Savannah, Georgia 31402.

ARTICLE 3. AGREEMENT AUTHORITY

- A. The parties hereto, through such persons as they may from time to time designate, are authorized to meet at such times and in such manner as they may determine in order to discuss and to exchange information, whether past, current or anticipated, including financial and other records, statistics, studies, data and documents of

any kind or nature, whether prepared by the parties or obtained from outside sources, with respect to the matters listed in Article 3.A.1 - 3.A.6 hereof:

1. Types, capacity, and number of facilities that each party currently operates, proposes to develop and/or operate, and the terms, conditions and operational details, including pricing, return on investment, and actual or potential sources of funding for such facilities.
 2. Rates, charges, rules and conditions of service to be applied at each parties' marine terminal facilities through tariffs, leases or other agreements with private marine terminal operators, ocean common carriers or stevedores; and the means and adequacy of the current systems by which such rates, rules and conditions of service are established by each party or in each port at which a party may own or operate marine terminal facilities.
 3. Port administration, legislation, dredging and other policy issues of concern to the marine terminal industry.
 4. Agreements with ocean common carriers and stevedores for use of terminal and other shoreside facilities.
 5. Marketing and development of facilities.
 6. Matters related to or ancillary to any of the foregoing.
- B. Meetings, discussions and exchanges of information authorized by this Agreement are voluntary.
- C. Nothing herein is intended to permit the parties to take any collective action pursuant to this Agreement. The parties understand that any agreements they may desire to implement, if subject to the jurisdiction of the Federal Maritime Commission, shall be filed with the Commission and become effective in accordance with the provisions of the Shipping Act of 1984 prior to such implementation.

ARTICLE 4. MEETINGS AND ADMINISTRATIVE MATTERS

- A. While it is intended that meetings will occur in person with all members present, if possible, meetings may also be held by telephone conference or video conference. Meetings may be chaired by any person designated by the parties. Meetings shall take place at such times and in such places as the parties may from time to time agree.
- B. Each party shall bear its own expenses for travel to and attendance at meetings. General expenses for meetings and other agreement expenses, including, but not limited to, legal and regulatory expenses, shall be apportioned by the parties on such terms as they may from time to time agree.
- C. The parties may establish such committees as they deem necessary or appropriate and such committees shall meet as necessary to accomplish their assignments.
- D. Attendance at meetings by a party who is also party to a marine terminal conference agreement is not intended to, and shall not, constitute a meeting of such marine terminal conference.

ARTICLE 5. VOTING

All decisions taken under this Agreement shall be by mutual agreement of the parties. Voting on any matter may be accomplished by voice vote at meetings, by telephone polls, by facsimile or by electronic communications.

ARTICLE 6. MEMBERSHIP AND WITHDRAWAL

Any public state port authority, whether or not operated for profit, that either owns, administers, leases and/or operates public wharves and other terminal facilities at a port in the state of South Carolina or the state of Georgia in connection with ocean common carriers may become a party to this Agreement. Such membership shall become effective in accordance with the provisions of the Shipping Act of 1984.

Any party to this Agreement may withdraw from the Agreement at any time upon thirty (30) days prior written notice to the other parties at the address set forth herein. In the event a party withdraws, the withdrawing party shall return or certify the destruction of any confidential information exchanged under this Agreement. Notice of withdrawal shall be provided to the Federal Maritime Commission.

ARTICLE 7. CONFIDENTIALITY

The parties agree that information exchanged under this Agreement may contain non-public, confidential business information and trade secrets. The parties shall treat all information exchanged hereunder as confidential. The parties recognize that such confidentiality may be limited by legal requirements applicable to each individual party under Federal or local statutory requirements applicable to public agencies.

ARTICLE 8. EFFECTIVE DATE, DURATION AND TERMINATION

- A. This Agreement shall become effective on the date it becomes effective under the Shipping Act of 1984.
- B. This Agreement shall remain in effect for a period of five years from the effective date.
- C. This Agreement may be terminated at any time upon mutual agreement of the parties or if all but one party withdraws from the Agreement.

ARTICLE 9. AMENDMENTS

The terms of this Agreement may be amended by mutual agreement of the parties. Such amendments shall be in writing, signed by the parties and shall become effective under the provisions of the Shipping Act of 1984 prior to their implementation.

ARTICLE 10. NOTICES

Any notice permitted or required under this Agreement shall be in writing and served on each party at the address set forth herein, either by first class certified mail, return receipt requested or by overnight delivery service.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement on this 12TH day of DEC., 2005:

South Carolina State Ports Authority

Name: BERNARD S. GROSECLOSE, JR.

By: 

Title: PRESIDENT & CEO

Dated: 5 Dec. 2005

Georgia Ports Authority

Name: DOUG J. MARCHAND

By: 

Title: EXECUTIVE DIRECTOR

Dated: 12 DEC, 2005

APPENDIX A

PARTIES TO AGREEMENT

Georgia Ports Authority
P.O. Box 2406
Savannah, GA 31402
912-964-3811
912-966-3615 (Fax)

South Carolina State Ports Authority
P.O. Box 22287
Charleston, SC 29413-2287
803-577-8600
803-577-8626 (Fax)